

RECORD OF PROCEEDINGS

Minutes of the Finance Committee

Held on January 21st, 2025



Village of West Jefferson Council Finance Committee Meeting

MINUTES

January 21st, 2025

CALL TO ORDER

Chairperson Samantha Cahill called the Finance Committee Meeting to Order at 6:15 P.M.

ROLL CALL

Committee Members: Samantha Cahill, Jen Warner and Linda Hall.

Quorum Declare: 3 present, 0 absent.

Other Village Employees attending: Mayor, Ray Martin; Chief of Police, Brandon Smith; Assistant Director of Finance & HR Manager, Jackie Tiberio; Assistant Law Director, Josh Beasley; and Clerk of Council, Tisha Edwards.

APPROVAL OF AGENDA AND MINUTES:

Motion to Adopt the Agenda moved by Jen Warner and seconded by Linda Hall.

All in Favor

Motion to Approve the Minutes The minutes of the October 7th, 2024, Finance Committee meeting were approved at the October 21st, 2024 Regular meeting of Council.

OLD BUSINESS: None

NEW BUSINESS:

A.) Meeting to discuss the Police Cadet program

Chairperson Samantha Cahill asked Chief Smith if he would like to address the Committee.

Chief Smith stated that the Police Department is wanting to implement the Cadet program which allows non-certified candidates to apply for our Police postings. The Village would then sponsor that candidate to go through the Police Academy for 750 hours' worth of course work before they can receive their certification. There would be the same background check that we would normally do for a Police Officer to ensure that they would pass the physical standards through OPOTA and have the basic knowledge of what their commitment is through the program itself. The Law Director has drawn up an agreement for that. Also, a Memorandum of Understanding (MOU) has been created for the police academy that they would attend. We have discovered that the best one closest to us is through Clark State. They offer a discounted rate once a MOU

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is signed. Normal tuition is around \$5,800.00 and the London Chief stated that when they signed their latest MOU their discounted rate was around \$3,800.00. While the candidate attends the police academy, there is a wage compensation that we would have to decide what they would be paid. Initially Becky had set an amount at \$18.00 per hour, but we did reach out to other agencies to see what they are paying, and it was anywhere from that \$18 amount to \$29 per hour. She felt then the range from \$20-\$25 would be more appropriate to insure that the person could still go full time and still take care of their family as well while in the academy. While they are in the academy and if there is an injury, BWC would cover them. We feel that with the physical standards being evaluated ahead of time before they go into the academy that would help us know that they are physically ready to perform those tasks. Chief Smith feels that the only thing we would need to do now is to set the wage amount. Human Resources Manager, Jackie Tiberio stated that the Finance Director, Rebecca Shipley-Arnott had talked to her and Chief Smith about the wage. She budgeted \$18.00 per hour. She said she felt most comfortable with \$18-\$25 per hour. At that point it will be up for discussion. She stated that she knows that Chief had received an agreement from Plain City and their wage was \$29.65. Chairperson Samantha Cahill asked, would this be 40 hours a week, \$29.65 per hour for a 6 month or 750 hour program and what is the average starting once they are done with the program? It was stated they would go to step 1 of the pay scale which is \$32.80. Human Resources Manager Jackie Tiberio stated that obviously if it were more than the \$18.00, the Finance Director stated that there would probably need to be a supplemental appropriation that would have to be approved. President Jen Warner stated that she thinks we are going to have to raise it or otherwise we won't get the applicants. Chairperson Samantha Cahill asked if we are just recommending the Cadet program or are we also recommending the pay rate. Mayor Martin stated that if we could come to the agreement on the pay rate then we can get the approval done to begin the program. Human Resources Manager Jackie Tiberio stated to her it seems like they are competing with Plain City and London, so even with the Cadet program we are competing with them, maybe not on the same scale of a position, but she feel in her view \$25-\$29. Vice President Linda Hall asked what Plain City's rate was and Chief stated \$29.65, and the candidate sees that, so we are trying to make that as attractive as possible. Of course, we do have the applicants applying but he majority of them are not certified. President Warner asked if the Cadets would ride along with our Officers too. Chief Smith stated that they can , for sure. We will also recommend that to them in the interviewing process. Some of them have even taken that opportunity already. President Warner stated that would cut down their training time and Chief Smith agreed that it would also get them out in the community. There is one that has already applied, and he has done 3 ride a longs so far. President Warner asked Human Resources Manager Jackie Tiberio what she is recommending for the rate. She recommends \$25-29. She thinks \$20 is too low. Finance Director, Rebecca Shipley-Arnott had mentioned \$20-25, and she thinks \$20 is too low. President Warner asked if we go \$25 are we still going to run into problems with them going to Plain City instead. Vice President Hall stated she thinks so and Jackie stated there is that possibility. Does it make that much of a difference if we are limiting it to two candidates a year. Chief Smith thinks it will definitely come up in their planning conversations depending on their situation if they have a wife or family to consider. Jackie stated that her answer is that she is not positive because they haven't tested it but at the same time if we want to be aggressive about it, President Warner stated that she would like to be aggressive about it. She said we are short Officers, and we are paying out overtime due to that, to her that means lets be aggressive about getting these guys on board and wanting to come. We want to be attractive; we don't want to be cheap. That is just her opinion, she would go more towards \$30.00. Vice President Linda Hall agreed. Chairperson Samantha Cahill asked the Chief if we are guaranteeing them 40 hours a week or are we saying your classes are going to be 32 hours a week, we are going to give you 8 hours to do homework or we want you to come into the station and ride along. The Chief stated he will check with academy commander but they at minimum do 40 hours a week. The Mayor stated that if you break down the 750 hours in a 6 month period that is about 41-42 hours a week. The Chief stated that they know that it is their responsibility on having to pass the test at the end and they will study outside of class. They will look at how they need to write it into the agreement. If you are doing it full time it is 6 months, if you are doing it part time then that could change the

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timeline. Our state requires the 750 hours. Vice President Hall asked so the pay would be \$29.65 as they are going through the academy and then once they get out it would be \$32.80? Yes, was replied by a few. Then they will follow the employee step pay rate. The first date would be their official hire date with the Village not when they started the Cadet program. Chairperson Samantha Cahill asked if anyone else had any questions. There were no other questions. Chief Smith stated thank you to the Committee.



The Committee voted to recommend the cadet program to the Council. Moved by Jen Warner and seconded by Linda Hall.

Roll call: Samantha Cahill, yay; Jen Warner, yay; and Linda Hall, yay. Motion carried 3-0.

ADJOURN

Motion to Adjourn by Jen Warner at 6:32 p.m. seconded by Linda Hall.

All in favor

 Chairperson, Samantha Cahill	<u>2.3.25</u> Date
 Clerk of Council, Tisha Edwards	<u>2.3.25</u> Date



Brandon Smith
Chief of Police

Village of West Jefferson
Police Department
28 East Main Street
West Jefferson, Ohio 43162
Phone 614-879-7672

Proposal for Police Officer Cadet Program Initiative

Village of West Jefferson Police Department

Introduction

The West Jefferson Police Department is at a critical juncture in hiring and retaining qualified police officer candidates. With the national spotlight on issues of policing, combined with declining support, fewer individuals are pursuing careers in law enforcement. This shift has created challenges for smaller departments like ours, as potential candidates are gravitating toward larger agencies offering competitive pay, benefits, and career growth opportunities.

To address these challenges, we propose the implementation of a Police Officer Cadet Program. This initiative will allow our department to hire non-OPOTA (Ohio Peace Officer Training Academy) certified candidates, sponsor their academy training, and establish binding contracts to secure their commitment to the department.

Challenges Facing Our Department

- **Qualified Candidate Shortage:** Many candidates applying are non-OPOTA certified, and many do not meet the department's background standards.
- **Competition with Larger Agencies:** Larger departments offer better pay and benefits, attracting higher-quality candidates.
- **Retention Risks:** Without competitive offerings, smaller departments struggle to retain officers after they receive certification and training from village funds.

Proposed Police Officer Cadet Program

Program Overview:

The Police Officer Cadet Program aims to:

1. Recruit and hire candidates without OPOTA certification.
2. Enroll and sponsor selected candidates in a police academy, with a binding contract to ensure service to the department after graduation.
3. Offer partial pay during academy training and adjust pay to the full officer rate upon certification.

Key Components of the Program:

- **Eligibility Requirements:**
- Non-OPOTA candidates must meet specific physical fitness standards before academy enrollment.
- All candidates will undergo a thorough background check to ensure they meet department standards.
- **Academy Sponsorship:**
- The department will sponsor candidates to attend an OPOTA-certified academy, such as Eastland Career Center or Clark State Police Academy.
- Clark State Police Academy offers discounted rates for agencies with a Memorandum of Understanding (MOU).

Our Core Values: Respect ~ Integrity ~ Excellence ~ Teamwork

Binding Contract:

- Candidates will sign a contract requiring reimbursement of academy costs if they fail or withdraw.
- Graduates will commit to a minimum service period of up to three years, with prorated payback terms:
- 100% reimbursement if they leave during the first year.
- Decreasing amounts in subsequent years based on length of service.
- Officers terminated for just cause will not be required to reimburse academy costs.
- **Pay Structure:**
- During academy training, cadets will receive partial pay.
- Upon certification, cadets will begin at the standard pay rate for certified officers and enter a probationary period.

Estimated Costs:

- Eastland Career Center: \$8,800 per cadet.
- Clark State Police Academy: \$5,900 per cadet (discounts available with MOU).

Benefits of the Program

- **Improved Recruitment:** Attract candidates who are motivated to join the profession but lack the resources to attend the academy independently.
- **Higher Retention Rates:** The binding contract ensures service to the department, reducing turnover and protecting departmental investments.
- **Community Engagement:** Demonstrates the department’s commitment to addressing staffing challenges proactively and fostering a pipeline of qualified officers.

Recommendations

To ensure the success of this program, we propose:

1. Drafting and approving a sponsorship contract tailored to the Village of West Jefferson’s needs.
2. Collaborating with OPOTA-certified academies to secure MOUs and possible discounts.
3. Implementing a physical fitness pre-screening requirement for all non-certified candidates.
4. Establishing a payback schedule that balances the department’s investment with fairness to the cadet.

Conclusion

By adopting the Police Officer Cadet Program, the Village of West Jefferson Police Department can overcome recruitment challenges, attract motivated individuals, and build a stronger, more qualified police force. This program aligns with our department’s mission to provide exceptional service to our community and ensure public safety.

We respectfully request the Village Council’s support to move forward with this initiative and allocate resources necessary to implement the program.

BRANDON SMITH
CHIEF OF POLICE, WEST JEFFERSON



desk	614-379-5238
email	bsmith@westjeffersonohio.gov
website	www.westjeffersonohio.gov
address	28 E. Main St. West Jefferson, Ohio 43162

Village of West Jefferson Job Description / Duties

Administrative Information			
Job Title: Patrol Officer Cadet		Job Number:	Date: January 16, 2025
FLSA: Exempt Nonexempt X	Civil Service: Unclassified Classified	Type Employment: Fulltime X Part-time (PT) Permanent PT Seasonal	

Job Description	
1	<p><i>Nature of Work:</i> Serves citizens by maintaining law and order within the Village. Maintains public peace, protects lives and property, prevents crime and arrests violators of the law. Enforces state and federal statutes. Under the direct supervision of a Sergeant, Lieutenant, or Senior Officer in Charge, or the Chief of Police.</p> <p>A selection process for the Patrol Officer Cadet position will be established by the Chief of Police. This process will include an interview, an oral board interview. Members of the oral board panel may be police officers or civilians. The makeup of the panel is at the discretion of the Chief of Police.</p> <p>Non-OPOTA candidates must meet specific physical fitness standards before the academy enrollment. Fitness standards will be specific to cooper benchmarks.</p>
2.	<p><i>Essential Functions:</i></p> <p>Upon receiving Ohio Peace Officer Training Academy (OPOTA) certificate, Patrols assigned area in order to protect residents of the Village and their property; investigates suspicious activity; responds to emergency calls and complaints; demonstrates initiative in monitoring traffic and enforcing laws; issues citations and makes arrests of criminals; investigates and gathers, logs, and secures evidence at crime scenes; interviews witnesses and suspects; conducts traffic accident investigations; provides security checks at public and private facilities; provides emergency services (e.g., first aid) as necessary.</p> <p>Generates detailed reports documenting daily activities, stolen property, incidents, complaints, investigations, missing persons, accidents, crime scenes, etc., as required; maintains appropriately documented records in accordance with department policy, conducts intensive and continuing criminal investigations of misdemeanors and felonies.</p> <p>Appears in court and at the grand jury to provide testimony regarding incidents, investigations, and results of inquiries; assists the prosecutor in case preparation.</p> <p>May serve as officer-in-charge or shift-supervisor while on duty; assists with acclimation of new patrol officers in standard operating procedure and completion of</p>

	<p>all reports and daily activities (e.g., stolen property, incidents, complaints, investigations, missing persons, accidents, crime scenes, etc.); ensures complete understanding of duties as required.</p> <p>Maintains required licensure and certification, if any.</p> <p>Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions.</p> <p>Demonstrates superior spelling and grammar skills and is capable of detailed, complete summaries in reports.</p> <p>Demonstrates regular and predictable attendance.</p> <p>Performs other related duties assigned, but not limited to, secondary assignments such as firearms instructor, bike patrol, field training officer, etc.</p>
3. <i>Minimum Qualifications/Requirements:</i>	
3a	<i>Education:</i> An appropriate combination of education, training, course work and experience may qualify an applicant to demonstrate required knowledge, skills, and abilities.
3b	<i>Experience:</i> Minimum of two (2) years working experience (preferred).
3c	<i>Professional Licensing Requirements:</i> Current Peace Officer Training Certificate, or ability to attend assigned Police Academy and successfully pass the Ohio Peace Officer Training Academy test for certificate. LEADS certification or ability to obtain.
3d	<i>Other:</i> Possess or be able to obtain a valid State of Ohio motor vehicle operator's license; be 21 years of age or older
4. <i>Supervision:</i>	
4a	<i>Received:</i> Reports to Patrol Sergeant
4b	<i>Exercised:</i> Only when performing Officer-In-Charge responsibilities
5. <i>Knowledge, Skills, and Abilities (KSAs):</i>	
<p>Knowledge of: Learning skills to develop a knowledge of law enforcement procedures and methods; Federal, State and Local laws, Village ordinances, criminology; Ohio traffic laws; arrest procedures; law enforcement safety procedures; use of weapons; public relations; basic investigative procedures; standard court procedures; crime prevention methods; limitations, errors and principles of radar; set-up and maintenance of radar and other law enforcement tools; vehicle configurations and their weight limitations; basic mathematical principles.</p> <p>Ability to: Demonstrate good observation skills; react with sound judgement and courage; exhibit good physical condition and emotional stability; deal with persons with tact and courtesy, as well as with necessary degree of firmness; communicate effectively in both oral and written form, with superior spelling, grammar and reporting skills; promote good relations with the general public; prepare accident and incident reports; maintain accurate records and documentation; identify problems and situations, establish facts and propose solutions; resolve complaints from citizens; develop and maintain effective working</p>	

	<p>relationships with associates, victims, witnesses, Court Judges, attorneys, Prosecutor, Mental Health and hospital personnel, juvenile court officials and general public; maintain confidentiality of confidential and sensitive subject matter; deal effectively with possibly irate citizens; occasionally endure vigorous physical activity for variable lengths of time; analyze situations, identify threatening or unusual conditions and take appropriate actions within confines of the law; communicate effectively in oral and written form; effectively monitor and control prisoner behavior; speak effectively before large groups; add, subtract, multiply and divide whole numbers; calculate percentages.</p> <p>Skill in: Safe and effective use of firearms and other weapons; safe operation of a motor vehicle at high speeds; use of breath testing instruments, radar units, and other police equipment; visually detecting speeders prior to using radar; CPR; First Aid.</p>
6.	<p>Working Conditions: Working conditions include occasional exposure to weather conditions including heat, cold, snow, ice and other possibly inclement conditions. Occasional exposure to dirt, smells and a myriad of other unpleasant situations. Will be exposed to life-threatening or other dangerous situations and extreme stress.</p> <p>Must be available for off-duty call outs as needed.</p>
6a	<p>Physical Demands: While performing duties of this job, the employee frequently sits in and/or operates a police vehicle while gaining access to various worksites, and may occasionally climb or balance, stoop, kneel, crouch, crawl, stand or walk over varying (possibly rough) terrain. The employee must have the ability to manipulate fingers and extend arms when firing a weapon and performing other duties. The employee may occasionally have to physically control persons of varying weights and strengths and may occasionally have to exert extreme physical effort during relatively short periods of time. The employee must have acceptable vision to manage without correction under extreme conditions. The employee normally must be able to converse verbally with the general public and others, and to hear. The employee must also perform the physical requirements of Terminal Agency Coordinator which includes exhibiting manual dexterity when performing typing and other tasks, and frequently sitting for extended periods of time when using the LEADS equipment. Vision demands include close, relatively detailed vision, with the ability to adjust focus when using computer screens.</p>
6b	<p>Environmental Issues: Capable of working outside or inside for prolonged periods of time in a variety of situations, including those that are unpleasant, dangerous or life-threatening.</p>
6c	<p>Light Duty: Light duty, may be offered for work-related injuries when the duty will not mitigate the recovery of the injury, adversely affect the safety of the injured employee, other employees, or our citizens, and when there's a doctor's recommendation for the number of hours the employee can work per day and physical restrictions.</p>

<p>Job Taskings: <i>As specific as possible, list the tasks the employee performs on the job. Add additional numbers if needed.</i></p>	
1.	Display a pattern of self-motivation and initiative. Able to perform with limited supervision.

	Must possess good report writing skills and excel in writing documents that are clear and concise.
2.	Demonstrates willingness and ability to perform & communicate effectively while making public presentations.
3.	Must be able to operate Police Cruiser; two-way radio; LEADS equipment; breath testing instruments; radar units; agency firearms and other weapons; computers; animal snares; other police equipment.
4.	Must be comfortable having contact with: General public; attorneys; Judges; other local, state and federal law enforcement officers; criminals; witnesses; suspects; victims; victim families; complainants; prisoners; County Coroner; Mental Health and hospital personnel; juvenile court officials; reporters; other public and private sector agencies.
5.	Must be able to handle confidential data including LEADS/NCICC information; law enforcement emergency procedures (e.g., hostage negotiation plan); criminal case investigation evidence and other information.
6.	All other duties as assigned.
7.	<u>Operates in Accordance with the Village policies and procedures.</u>

This job description contains the essential functions for the purposes of 42 USC 12010. However, it is not intended to be the only duties and responsibilities to be performed by the position applicant. The Village of West Jefferson reserves the right to modify the duties and responsibilities of this position at any time.

Signatures: <i>This denotes the supervisor reviewed the entire performance plan with the employee. Reviews are accomplished within first pay period for; new employees, transferred employees, or when performances are updated.</i>	
Employee	Supervisor
Print Name:	Print Name:
Date:	Date:
Signature:	Signature:

MANAGEMENT APPROVAL

Chief of Police

Date

EMPLOYEE UNDERSTANDING AND AGREEMENT

I understand, and will perform, the duties and requirements specified in this job description.

Employee

Date

WEST JEFFERSON POLICE CADET EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** ("**Agreement**") is executed and made effective this _____ day of _____, 20____ ("**Effective Date**"), and is entered into by and between the **Village of West Jefferson** ("**Employer**") and _____, an individual ("**Cadet**"), hereafter collectively known as "**the Parties**".

WHEREAS **Employer** is an Ohio municipal corporation that operates a municipal police department known as the **West Jefferson Police Department** ("**WJPD**"); and

WHEREAS **Employer** desires to offer **Cadet**, as incentive to acceptance of full-time employment with **Employer**, employment and compensation as a Police cadet as well as full payment of tuition, expenses, and necessary equipment relating to **Ohio Peace Officer Training Academy** ("**OPOTA**") attendance, subject to the terms, provisions and conditions set forth herein; and

WHEREAS, **Employer** desires to employ **Cadet** and **Cadet** desires to be employed by **Employer** as hereinafter provided under the same terms, provisions, and conditions set forth herein and below; and

WHEREAS **Employer** extends a conditional offer of employment to **Cadet** subject to **Cadet's** successful completion of **OPOTA** training and **OPOTA** certification as a peace officer; and

NOW THEREFORE in consideration of the mutual covenants herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the **Parties** hereto, intending to be legally bound, hereby acknowledge and agree as follows:

AGREEMENT

1. Term of Employment as Cadet

- a. **Employment.** Subject to the provisions of this **Agreement**, **Employer** hereby agrees to employ **Cadet**, subject to the conditions set forth herein, and **Cadet** hereby accepts such employment as a West Jefferson Cadet.
- b. **Terms.** The term of this **Agreement** shall be until **Cadet** 1) successfully completes **OPOTA** training and certification, at which time the provisions of Section 3 become operative, or 2) **Cadet** does not successfully complete **OPOTA** training and certification. The reimbursement provisions set forth in Section 3(c), 3(d) and 3(e) shall survive the term of this **Agreement**.
- c. **Successful completion of OPOTA.** Successful completion of **OPOTA** shall mean that **Cadet** has completed an Ohio approved **OPOTA** and obtained and maintained the necessary licenses and certifications required by the State of Ohio and/or the **WJPD** to serve as an Ohio peace officer. **Cadet** understands and agrees that failure to successfully complete the **OPOTA** training and/or obtain and maintain the necessary licenses and certifications will result in **Employer** rescinding the conditional offer of employment and termination of **Cadet's** employment.

2. Compensation

- a. **Cadet Compensation.** Cadet shall be classified as an "Intermittent Employee" for the duration of time as a West Jefferson Police Cadet. Employer will pay Cadet an hourly rate of compensation until Cadet's completion of OPOTA training and certification as peace officer. The hourly rate of pay shall be _____ per hour less than the Step 1 wage of the current West Jefferson Police Department pay scale. As of the date of this Agreement, the wage will be Twenty Nine and 65/100 Dollars (\$29.65) per hour for all hours worked while in the classification of West Jefferson Police Cadet.
 - b. **Cadet Employment Status.** Cadet acknowledges that during OPOTA training and during classification as a West Jefferson Police Cadet, Cadet shall have no legal authority to exercise any legal authority or powers vested in a certified Ohio peace officer. Cadet shall at all times conduct himself/herself with the highest professionalism and adherence to the standards set forth in the WJPD policies and procedures. Cadet acknowledges that, as a West Jefferson Police Cadet, Cadet will not begin his/her one-year probationary period until Cadet has successfully completed OPOTA training and certification and started Cadet's field training program with Employer. Cadet further acknowledges that West Jefferson Police Cadet's **ARE NOT** fully OPOTA certified sworn peace officers and therefore, Cadet will not start accruing classification seniority until Cadet has successfully completed OPOTA training and certification, and begun Cadet's full-time employment in the classification of West Jefferson Police Officer/ Patrolman.
 - c. **OPOTA.** Employer shall designate an Ohio Peace Officer Training Academy for Cadet to attend. Employer shall pay the cost of OPOTA training to include all tuition, fees and expenses for Cadet's attendance at said academy. Employer shall purchase and/or provide all required equipment and uniform items as necessary for OPOTA with the exception of items deemed personal by the Chief of Police. A list of these items will be provided to the Cadet prior to execution of this Agreement.
3. **WJPD Full-Time Employment Conditions**
- a. **Completion of OPOTA.** Employer agrees to employ Cadet as a full-time police officer upon Cadet's successful completion of OPOTA training and certification as a peace officer. In exchange for Employer's compensation paid to Cadet and payment of OPOTA training expenses, Cadet agrees to accept full-time employment with Employer upon successful completion of OPOTA training and certification as a peace officer. Cadet will be subject to all terms and conditions of the effective WJPD policies and procedures, including probationary periods. Cadet acknowledges that as a West Jefferson Police Cadet, Cadet will not begin the one-year probationary period until Cadet has successfully completed OPOTA training and started Cadet's field training program with the Employer.
 - b. **WJPD Compensation.** Upon Cadet's successful completion of OPOTA training and certification as a peace officer, Cadet's classification status will change to that of West Jefferson Police Officer/ Patrolman and Cadet's rate of pay will be Step 1 of the current West Jefferson Police Department pay scale.
 - c. **OPOTA Reimbursement.** In the event Cadet does not successfully complete the OPOTA training, testing, or certification as a peace officer, or otherwise fails to

qualify for employment as a Police Officer, Patrolman for **WJPD**, **Cadet** understands that **Cadet** shall reimburse **Employer** the entire cost of **Cadet's** **OPOTA** training, equipment, and uniform items paid for by **Employer** as set forth in Section 2(c).

- d. **Resignation from Full-Time Employment.** In the event **Cadet** voluntarily resigns from **Employer** within three (3) years of the successful completion of the **OPOTA** training, **Cadet** agrees to reimburse **Employer** all costs and expenses paid for **Cadet's** attendance, training, equipment, and uniforms as forth in section 2(c), pro rata, according to the following schedule:
 - i. Voluntarily resigns with less than one (1) year of service: **100%**
 - ii. Voluntarily resigns with more than one (1) year, but less than two (2) years of service: **66%**
 - iii. Voluntarily resigns with more than two (2), but less than three (3) years of service: **33%**
 - iv. Voluntarily resigns with more than three (3) years of service: **0%**
 - e. **Determination of Costs.** The amount the **WJPD** paid for **Cadet's** **OPOTA** training, uniforms and equipment will be determined at the time of resignation or failure to complete **OPOTA** training.
 - f. **Termination for Cause.** In the event that **Cadet's** full-time employment with **WJPD**, as set forth in Section 3(a), is terminated during **Cadet's** probationary period for unsatisfactory performance, or for "just cause," as required by Ohio Revised Code, during the first three years of **Cadet's** employment, **Cadet** will not be required to reimburse **Employer** for any costs or expenses as set forth in Section 2(c).
4. **Governing Law.** This **Agreement** has been executed and delivered and shall be interpreted, construed, and enforced in accordance with the laws of the State of Ohio. The Common Pleas Court of Madison County (Ohio) shall have exclusive jurisdiction in this respect.
 5. **Enforcement.** In the event that **Employer** shall be required to enforce the terms of this **Agreement**, whether with or without arbitration or litigation, **Employer** shall be entitled to recover all of its costs and expenses attendant to such enforcement, including but not limited to reasonable attorneys' fees and experts' fees.
 6. **Entire Agreement.** This **Agreement** shall constitute the entire agreement on the subject matter between the **Parties** hereto and may not be amended except in writing signed by all the **Parties** hereto. No oral statements or prior written materials not specifically incorporated herein shall be of any force or effect unless the same shall be in writing and signed by both **Parties** herein.
 7. **Severability.** In the event any provision of this **Agreement** is held to be unenforceable or void for any reason, the remainder of this **Agreement** shall be unaffected and shall remain in full force and effect in accordance with its terms.
 8. **Waiver.** The waiver by either **Employer** or **Cadet** of a breach of any provision of this **Agreement** shall not operate or be construed as a waiver of any subsequent breach by either **Employer** or **Cadet**.

9. **Headings.** The headings used herein are for convenience only and do not limit the contents of this **Agreement**.
10. **Counterparts.** This **Agreement** may be executed in counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same agreement.
11. **Third Parties.** Nothing in this **Agreement** expressed or implied is intended or shall be construed to confer upon or give any person other than the **Parties** hereto, and their permitted successors and assigns any rights or remedies under or by reason of this **Agreement**.

IN WITNESS WHEREOF, the **Parties** hereto have signed this **Agreement** as of the day and year first written above.

Village of West Jefferson:

Cadet:

Mr. Brandon Smith, Chief
West Jefferson Police Department

Date

Printed Name

Date

Signature

Hon. Ray Martin, Mayor
Village of West Jefferson

Date

APPROVED AS TO FORM:

J. Michael Murray,
Law Director

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on the _____ day of _____, 20__, by and between the **West Jefferson Police Department**, 28 E. Main St., West Jefferson, OH 43162 (hereafter known as "**Police Department**") and **Clark State College**, 570 E. Leffel Ln., Springfield, OH 45505 (hereafter known as "**The College**"), and collectively known as "**The Parties**."

WHEREAS the **Parties** desire to enter into this MOU to establish a Joint mission to better train future candidates and cadets of the **Police Department**, Criminal Justice Students, and current police officers, in a cooperative effort to give Madison County, and the Village of West Jefferson the most updated training for police officers, and

WHEREAS the **College** provides excellent education and training to students with regard to careers in law enforcement in a local environment, utilizing instructors from the local area, and

WHEREAS the **Police Department** operates a Law Enforcement Agency employing persons who need the excellent education and training the **College** provides in order to enhance public safety in Madison County and the Village of West Jefferson, and

WHEREAS the **College** and the **Police Department** are ideally positioned to further their respective interests, their shared interests and the interests of the citizens and the community that they both serve by working together to develop and establish policies and procedures relating to academy training for candidates and cadets for the **Police Department** positions in the employ of the **Police Department**.

NOW THEREFORE, in order to fulfill the objectives and interests set forth above, the **Parties** agree as follows:

1. The **Police Department** will select candidates for employment as police patrol officers in accordance with the **Police Department** practices and policies.
2. The **Police Department** may refer selected candidates to the **College** for the purpose of receiving the education, training, and instruction necessary for those candidates to complete 750 hours of course work toward the certification as a peace officer under the standards set by the Ohio Peace Officer Training Commission.
3. The **College** will operate and maintain a program for the education, training, and instruction of the candidates that meets all applicable standards and rules established for such program by the Ohio Peace Officer Training Commission.
4. The **College** will provide education, training, and instruction to candidates for certification as a peace officer employed by the **Police Department** on the premises of the **College** at a tuition rate of One Half (1/2) or Fifty percent (50%) of the posted tuition and fees.
5. All instructors used by the **College** in the program shall have and maintain qualifications required by the Ohio Peace Officer Training Commission.
6. The **College** may apply for and accept all grants, credits, reimbursements and assistance available from the State of Ohio, or other sources to support the program; and the **Police**

Department will cooperate with the **College** with respect to applications or reports associated with such assistance.

- 7. The **Police Department** will reimburse the **College** for the reasonable ancillary expenses incurred by the **College** with respect to the program, such as ammunition, uniforms, and similar consumable supplies for candidates employed by the **Police Department**.
- 8. At its discretion, the **College** may enroll other students who are candidates for certification alongside the **Police Department's** candidates.
- 9. This MOU shall be in force and effect upon its execution and remain in force and effects through the _____ day of _____, 20____. The **Parties** may renew this MOU for additional Twelve (12) month periods by means of a written extension.
- 10. Either **Party** may terminate this MOU upon written notice to the other party during the initial term or any extension. Termination by written notice shall be effective upon the completion of the course of instruction for the **Police Department's** candidates enrolled in the program as of the date of the written notice.

IN WITNESS WHEREOF, the **Parties** to this Memorandum of Understanding through their duly authorized representatives have executed the Memorandum on the days and dates set forth below, and certify that they have read, understood, and agreed to the terms and conditions of the Memorandum as set forth therein.

Village of West Jefferson:

Clark State College:

Mr. Brandon Smith, Chief
West Jefferson Police Department

Date

Paul Weber, Commander
Clark State College Police Academy

Date

Hon. Ray Martin, Mayor
Village of West Jefferson

Date

Dr. Scott Dolen, Dean
School of Health, Human &
Public Services

Date

Dr. Adrienne Forgette
Vice President of Academic Affairs

Date

Doug Schantz
Executive Vice President
Business Affairs

Date



West Jefferson Police Department

Background Removal Standards Sworn Law Enforcement Officers and Academy Cadet Candidates

The Village of West Jefferson and the West Jefferson Police Department recognize the importance of hiring qualified professional people for the position of law enforcement officer. We have identified the following criteria as character and behavior disqualifiers for the position of police officer and civilian employee within the West Jefferson Police Department.

The review of any disqualifying behavior described below begins from the date of application.

- A. **Honesty/Falsification** - Applicants may be removed from the selection process for any of the following reasons:
1. At any stage of the selection process, the applicant provides false, incorrect or substantially inconsistent information.
 2. At any stage of the selection process, the applicant fails to disclose or acknowledge any disqualifying behavior or activity on the part of the applicant, relative to, and governed by, any of the Background Removal Standards.
 3. The applicant's failure or refusal to answer or respond to oral and/or written questions during any phase of the selection process.
 4. If applicable, any attempt by the applicant to distort the truth verification examination results.
 5. The applicant's use or attempted use of political influence to secure employment.
- A. **Personal History** - Applicants are removed from the selection process for any of the following reasons:
1. A conviction of a misdemeanor crime of domestic violence involving use of force or threatened use of a deadly weapon is a permanent disqualifier under Federal laws for police officer applicants.
 2. Verified or admitted physical or emotional abuse of one's spouse, ex-spouse, child, stepchild, parent, or any other relative or person with whom one lives, has a relationship or has had a relationship.



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3. Non-compliance with a court order or legal contract to provide child support, alimony or other financial responsibility as determined by the appropriate support enforcement bureau or a court of law within the preceding five (5) years.
 4. Intentional violation of any protective or temporary restraining order as determined by a court of law within ten (10) years.
 5. Verified or admitted sexual abuse of another to include, but not limited to, any of the following as defined in the Ohio Revised Code or similar federal, state, or local law of the jurisdiction where the offense occurred: Rape, Sexual Battery, Unlawful Sexual Conduct with a Minor, Gross Sexual Imposition, Sexual Imposition, Importuning, Voyeurism.
- B. **Employment** - Applicants are removed from the selection process for any of the following reasons:
1. Two or more involuntary terminations and/or discharges from employment within the last five (5) years. This shall not include terminations resulting from a business ceasing operations or resulting from being laid off from a position of employment.
 2. Discharge or resignation in lieu of discipline or termination from any criminal justice related employment.
 3. Poor work record, including, but not limited to, abuse of sick leave, tardiness/absence, inability to get along with others, or any work-related problems.
 4. Other related and/or similar occurrences, incidents, events, conducts, or behaviors which would be unacceptable or undesirable in a Police Officer given the power and responsibilities incumbent to the position.
- C. **Military History** - Except as provided below in Number 3 of this Section, applicants are removed from the selection process for any of the following reasons:
1. Dishonorable or Bad Conduct Discharge from the Military.
 2. Conviction of any article of the Uniform Code of Military Justice that is equivalent to a felony or other listed disqualifying misdemeanor in this standard under the Ohio Revised Code (ORC).
 3. An Other Than Honorable Discharge from the Military will be evaluated to determine whether the applicant should be removed from the selection process.



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D. **Traffic** - Applicants are removed from the selection process for any of the following reasons:

1. Any conviction of vehicular homicide or related offense(s)
2. OVI:
 - a. Conviction within the past five (5) years.
 - b. More than one (1) OVI conviction as an adult.
 - c. More than two (2) OVI convictions, if one of the convictions was as a juvenile.
3. Two (2) moving violations within the last 12 (twelve) months.
4. At the time of the application or anytime during the selection process, the applicant does not possess a valid driver's license and auto insurance as required by resident state if the applicant owns a motor vehicle.
5. One (1) or more revocation or suspension of a driver's license as an adult, in effect during the past five (5) years (unless applicant can show that the suspension was the result of an error by the BMV, random selection, or administrative overlap).

E. **Gambling** - The term "gambling offense" includes any activity defined as gambling by a federal, state, local statute or ordinance in the jurisdiction where the activity occurred. Applicants are removed from the selection process for any of the following reasons:

1. Conviction of a gambling offense, within the last five (5) years.
2. Admission to gambling that has resulted in an unstable financial or credit history within the last seven (7) years.
3. Conviction of or admission to engaging in the promotion of illegal gambling activity wherein the applicant gains, or attempts to gain, a financial benefit.

F. **Criminal Activity** - Applicants are removed from the selection process for any of the following reasons:

1. A pattern of theft offenses or admission of such a pattern.
2. Any insurance claims or applications for welfare, workers' compensation, unemployment compensation or other public assistance benefit program determined to be fraudulent by the body overseeing the claim, compensation, or benefit program.



West Jefferson Police Department

3. Any admission or conviction of an offense, as an adult, defined as a felony by the federal, state, or local law of the jurisdiction where the offense occurred. An admission of a felony offense would be disqualifying unless otherwise addressed in these standards.
 4. Any admission or conviction of an offense, as a juvenile, of one (1) felony as defined by the federal, state or local law of the jurisdiction where the offense occurred.
 5. Any admission or conviction of a M-1 or M-2 misdemeanor offense, as an adult, as defined by the Ohio Revised Code or similar federal, state, or local law of the jurisdiction where the offense occurred in the last five (5) years will be reviewed in determining suitability for appointment (unless otherwise addressed in these standards).
 6. Any admission or conviction of more than one (1) M-1 or M-2 misdemeanor offense, as a juvenile, as defined by the Ohio Revised Code or similar federal, state, or local law of the jurisdiction where the offense occurred in the last five (5) years will be reviewed in determining suitability for appointment (unless otherwise addressed in these standards) (does not include traffic or minor misdemeanors).
 7. Any admission of an offense for carrying a concealed weapon within the last five (5) years if it is defined as a felony by the federal, state, or local law where the offense occurred.
 8. Any conviction of Vehicular Homicide
- G. **Controlled Substances** – Applicants may be removed from the selection process for any of the following reasons:
1. Any illegal or unlawful possession, use, or purchase of controlled substances (except marijuana) within five (5) years before application or admitted use during any portion of the selection process.
 2. Any possession, use, or purchase of marijuana within three (3) years before application except as expressly permitted pursuant to a medical recommendation under Ohio law or prescription as lawfully written by a medical professional pursuant to state law.
 3. Any possession, use, or purchase of marijuana (other than medical) during any portion of the selection process.
 4. Any pattern of use of controlled substances within the past seven (7) years.
 5. Any pattern of illegal sale of controlled substances or prescriptive drugs.



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6. Any pattern of abuse of alcohol, chemical agents/solvent-based substances, or prescriptive drugs within the past seven (7) years.

For the purpose of this standard the “use” of drugs includes, but not limited to, when an applicant smokes, puffs, ingests, tastes, injects, inhales, or otherwise tries, any illegal drug, including but not limited to marijuana (other than medically prescribed), cocaine, anabolic steroids, prescriptive drugs or chemical inhalants.

H. **Applicant Non-Responsiveness** – An applicant may be removed from the selection process for any of the following reasons:

1. Failure to appear for any required step in the selection process or any acts of non-compliance.
2. Failure to pass required examination or test including any CVSA, psychological, or physical assessment required by Ohio Police and Fire.
3. Failure to respond to phone calls or other correspondence from agency personnel.
4. Unable to locate at address/phone number on file.
5. Applicant is no longer interested in employment with the West Jefferson Police Department.

I. **Physical Standards**

1. Applicants may not have tattoos or body art which are considered offensive, regardless of where they appear on the body. Examples of offensive tattoos or body art include, but are not limited to:
 - **Extremist tattoos which** feature philosophies, groups, or activities that promote racial or gender intolerance; encourage discrimination based on numerous factors, including race, gender and religion; advocate violence or other unlawful means of depriving individual rights under the U.S. Constitution, and Federal or State law.
 - **Indecent tattoos which** are grossly offensive to modesty, decency, propriety, or professionalism.
 - **Sexist tattoos which** advocate a philosophy which degrades or demeans a person based on gender or demeans or degrades an entire gender.
 - **Racist tattoos which** advocate a philosophy which degrades or demeans a person based on race, ethnicity, or national origin or degrades or demeans an entire race, ethnicity, or national origin.



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If the candidate has failed to disclose, misrepresented or falsified their qualifications, skills, abilities, prior employment history or in general has been dishonest, and the subject of the misrepresentation or dishonesty has been verified, the Human Resources, Chief of Police and/or their designee shall have the authority to remove the candidate from the eligibility list. The candidate shall also be removed from the eligibility list if they fail to pass any required tests or evaluations including but not limited to physical evaluations, CVSA, drug screening and/or psychological evaluations. The decision to disqualify said candidate from future consideration is final. Each applicant's individual background is subject to review throughout the background process.

Police Officer Selection Process Summary

- Application: Complete application for employment, Personal History Questionnaire (PHQ) and Disclosure, complete employment history, family history, criminal and traffic and civil history
- Background Investigation- verification of the candidate's credentials, education, achievements, past and present employment, age, residence, citizenship, and driver's license. Contact with personal references, neighbors, and previous and current employers. A review of the candidate's personal, gambling, military, family, credit and substance abuse history. Criminal, traffic, and civil court history.
- After careful review of the candidate's background, it will be determined if the candidate will move to the next step of the process: panel interview.
- Interviews- Each candidate will be interviewed by an interview panel, which shall be comprised of, but not limited to the following: Chief of police and/or designee, Human Resources, panel of law enforcement officers
- CVSA (Computerized Voice Stress Analysis)
- Drug Screening
- Physical
- Psychological Evaluation

Non OPOTA Certified Candidates

- Must meet all background investigation requirements
- Must meet entry level physical fitness benchmarks for OPOTC standards (see attachment)

Physical fitness benchmarks required at the start and the end of peace officer basic training:

* Modified form per OPOTC

MALES (≤29)

EXERCISE	START	END
Situps (1 min.)	32	40
Pushups (1 min.)	19	33
1.5-mile run	14:34	11:58

MALES (30-39)

EXERCISE	START	END
Situps (1 min.)	28	36
Pushups (1 min.)	15	27
1.5-mile run	15:13	12:25

MALES (40-49)

EXERCISE	START	END
Situps (1 min.)	22	31
Pushups (1 min.)	10	21
1.5-mile run	15:58	13:11

MALES (50-59)

EXERCISE	START	END
Situps (1 min.)	17	26
Pushups (1 min.)	7	15
1.5-mile run	17:38	14:16

MALES (60+)

EXERCISE	START	END
Situps (1 min.)	13	20
Pushups (1 min.)	5	15
1.5-mile run	20:12	15:56

FEMALES (≤29)

EXERCISE	START	END
Situps (1 min.)	23	35
Pushups (1 min.)	9	18
1.5-mile run	17:49	14:07

FEMALES (30-39)

EXERCISE	START	END
Situps (1 min.)	18	27
Pushups (1 min.)	7	14
1.5-mile run	18:37	14:34

FEMALES (40-49)

EXERCISE	START	END
Situps (1 min.)	13	22
Pushups (1 min.)	5	11
1.5-mile run	19:32	15:24

FEMALES (50-59)

EXERCISE	START	END
Situps (1 min.)	7	17
Pushups (1 min.)	4*	13*
1.5-mile run	21:31	17:13

FEMALES (60+)

EXERCISE	START	END
Situps (1 min.)	2	8
Pushups (1 min.)	1*	8*
1.5-mile run	23:32	18:52



DAVE YOST
OHIO ATTORNEY GENERAL

For more information, call the Ohio Peace Officer Training Commission at 740-845-2700 and ask to speak with a certification officer.

Brandon Smith

From: Law Director
Sent: Monday, January 6, 2025 10:40 AM
To: Brandon Smith
Cc: Casey Conley; Mallory Teders; Jackie Tiberio
Subject: Re: Police Cadet Program Implementation
Attachments: Police MOU.docx; Cadet Employment.docx

Chief Smith-

As we discussed, here are the drafts of the MOU between the Dept. and Clark State, as well as the Cadet Employment Agreement. I am still waiting to here back from Becky as to the final numbers for Cadet pay. Please look over these drafts, and let me know if they meet approval, if not, let me know what to change, and I will.

Once they are finalized, the next step would be a Resolution from Council authorizing the MOU, and then execution of the MOU with Clark State.

There also needs to be an Ordinance from Council creating "Cadet" in the Village pay schedule.

-Josh Beasley

From: Brandon Smith <bsmith@westjeffersonohio.gov>
Sent: Thursday, January 2, 2025 1:45 PM
To: Law Director <lawdirectors@westjeffersonohio.gov>
Cc: Casey Conley <cconley@westjeffersonohio.gov>; Mallory Teders <mteders@westjeffersonohio.gov>; Jackie Tiberio <jtiberio@westjeffersonohio.gov>
Subject: Police Cadet Program Implementation

Attorney Beasley,

Now that we have passed the holidays, I wanted to touch base with you on the cadet academy resolution and policy language. Casey did send me the attached removal standards update for the program. They added a few sentences on the last page, before the physical standards page. If you want to meet and discuss our current state and how we can keep this moving progressively I really appreciate it. Recently, we have experienced several hurdles on staff absences and also folks resigning for other employment. Once we have it at a point you feel is comfortable, I can request Jackie to do another job posting with language for non-OPOTA certified applicants to be sent to police academy with the wage and understanding language. I also attached Jackie so that we are all on the same page. If you prefer meeting with me to discuss, I can meet with you on your time.

BRANDON SMITH
CHIEF OF POLICE, WEST JEFFERSON



desk	614-379-5238
email	bsmith@westjeffersonohio.gov
website	www.westjeffersonohio.gov
address	28 E. Main St. West Jefferson, Ohio 43162

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From: Mallory Teders <mteders@westjeffersonohio.gov>
Sent: Thursday, January 2, 2025 1:12 PM
To: Brandon Smith <bsmith@westjeffersonohio.gov>
Cc: Casey Conley <cconley@westjeffersonohio.gov>
Subject: 01.2025 BG Removal Standards

Chief,

Here are the revised background removal standards for 01.2025.

Thank You,

Mallory Teders, Investigative Detective



*West Jefferson Police Department
28 E. Main St.
West Jefferson, OH 43162*

*Phone: 614-879-7672
Fax: 614-879-5337*